

United States Bankruptcy Court
Western District of Virginia, Harrisonburg Division

IN RE:

Kesner, Eric K & Kesner, Danette G

Case No. 10-51012

Chapter 13

Debtor(s)

CHAPTER 13 PLAN AND RELATED MOTIONS

This plan, dated August 27, 2010, is:

- ☒ the first Chapter 13 plan filed in this case.
☐ a modified Plan that replaces the
☐ confirmed or ☐ unconfirmed Plan dated _____.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

The plan provisions modified by this filing are:

Creditors affected by this modification are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$ **218,724.00**
Total Non-Priority Unsecured Debt: \$ **66,103.84**
Total Priority Debt: \$ **0.00**
Total Secured Debt: \$ **323,320.61**

1. **Funding of Plan.** The debtor(s) propose to pay the Trustee the sum of \$ 515.00 per month for 60 months. Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ 30,900.00.

2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
2. Debtor(s)' attorney will be paid \$ 1,500.00 balance due of the total fee of \$ 2,250.00 concurrently with or prior to the payments to remaining creditors.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
None			

3. **Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection**

Payments, and Payment of certain Secured Claims.

A. Motions to Value Collateral (other than claims protected from “cramdown” by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)’ motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from “cramdown” by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)’ principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any “crammed down” loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan.** The following secured claims are to be “crammed down” to the following values:

Creditor	Collateral	Purchase Date	Estimated Debt Bal.	Replacement Value
Capital One Auto Finance	2007 Toyota Yaris	06/20/2007	9970.38	5,440.00

B. Real or Personal Property to be Surrendered. Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors’ allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

Creditor	Collateral Description	Estimated Value	Estimated Total Claim
None			

C. Adequate Protection Payments. The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor	Collateral	Adeq. Protection Monthly Payment	To Be Paid By
Capital One Auto Finance	Touota Yaris	\$54.40	Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral’s replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

Creditor	Collateral	Approx. Bal. Of Debt or “Crammed Down” Value	Interest Rate	Monthly Payment & Est. Term
Capital One Auto Finance	2007 Toyota Yaris	5440	4.25%	433.17 15 mos

E. Other Debts. Debts which are (i) mortgage loans secured by real estate which is the debtor(s)’ primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 0.02 %. If this case were liquidated under Chapter 7, the debtor(s) estimate unsecured creditors would receive a dividend of approximately 0.00 %.

B. Separately classified unsecured claims.

Creditor
None

Basis for Classification

Treatment

5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

A. Debtor(s) to make regular contract payments; arrearages, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

Creditor	Collateral	Regular Contract Payment	Estimated Arrearage	Arrearage Interest Rate	Estimated Cure Period	Monthly Arrearage Payment
Citi Mortgage	Residence: 991 Seldon Drive Strasburg VA	1,890.21	19,789.07	0.00%	4-46	460.21

B. Trustee to make contract payments and cure arrearages, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

Creditor	Collateral	Regular Contract Payment	Estimated Arrearage	Interest Rate on Arrearage	Monthly Payment on Arrearage & Est. Term
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None

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

Creditor	Collateral	Interest Rate	Estimated Claim	Monthly Payment & Term
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None**6. Executory Contracts and Unexpired Leases.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.

A. Executory contracts and unexpired leases to be rejected. The debtor(s) reject the following executory contracts.

Creditor	Type of Contract
None	

B. Executory Contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Creditor	Type of Contract	Arrearage	Monthly Payment for Arrears	Estimated Cure Period
AT&T	Cell Phone Contract; expires 4/12	\$0	N/A	N/A
Dish Network	TV Service; contract expires 1/12	\$0	N/A	N/A

7. Liens Which Debtor(s) Seek to Avoid.

A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

Creditor	Collateral	Exemption Basis	Exemption Amount	Value of Collateral
None				

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

Creditor	Type of Lien	Description of Collateral	Basis for Avoidance
GMAC Mortgage	2nd Trust	Residence	11 USC 506(d)

8. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the plan, the creditor may be treated as unsecured for purposes of distribution under the plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.

9. Vesting of Property of the Estate. Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

10. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

11. Other provisions of this plan:

Dated: August 27, 2010

/s/ Daniel M. Press
Debtor(s)' Attorney

Chung & Press, PC
6718 Whittier Ave Suite 200
McLean, VA 22101
(703) 734-3800

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J);
Matrix of Parties Served with plan

/s/ Eric K Kesner
Debtor

/s/ Danette G Kesner
Joint Debtor

Certificate of Service

I certify that on August 27, 2010, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Daniel M. Press
Signature

Chung & Press, PC
6718 Whittier Ave Suite 200
McLean, VA 22101
(703) 734-3800 Fax: (703) 734-059

Label Matrix for local noticing 0423-5 Case 10-51012 Western District of Virginia Harrisonburg Wed Aug 25 18:34:53 EDT 2010 CitiMortgage, Inc. P O Box 6941 The Lakes, NV 88901-6941	CR Evergreen, LLC MS 550 PO Box 91121 Seattle, WA 98111-9221 AT&T PO Box 536216 Atlanta, GA 30353-6216	Recovery Management Systems Corporation 25 S.E. 2nd Avenue, Suite 1120 Miami, Fl 33131-1605 Advance America 2124 South Pleasant Valley Road Winchester, VA 22601-7003
 Afni P.O. Box 3097 Bloomington, IL 61702-3097	 Afni Inc. P.O. Box 20939 Ferndale, MI 48220-0939	 American Medical Collection Agency P.O. Box 1235 Elmsford, NY 10523-0935
 (p)BB AND T PO BOX 1847 WILSON NC 27894-1847	 BB&T Recovery Department P.O. Box 1489 Lumberton, NC 28359-1489	 Bass And Associates/United Recovery Syst 3936 E. Fort Lowell Road, Ste. 200 Tucson, AZ 85712-1083
 Bill Me Later P.O. Box 105658 Atlanta, GA 30348-5658	 CANDICA L.L.C. C O WEINSTEIN AND RILEY, PS 2001 WESTERN AVENUE, STE 400 SEATTLE, WA 98121-3132	 CFW Collections 19 N. Washington St. Winchester, VA 22601-4109
 Capital Management Services, LP 726 Exchange Street, Ste. 700 Buffalo, NY 14210-1464	 Capital One Auto Finance P.O. Box 60511 City Of Industry, CA 91716-0511	 Capital One Bank P.O. Box 71083 Charlotte, NC 28272-1083
 Capital One Bank (USA), N.A. by American Infosource Lp As Agent PO Box 71083 Charlotte, NC 28272-1083	 Care Credit/GE Money Bank P.O. Box 960061 Orlando, FL 32896-0061	 Chase Bank USA Cardmember Services P.O. Box 15153 Wilmington, DE 19886-5153
 Chase Bank USA,N.A c/o Creditors Bankruptcy Service P O Box 740933 Dallas,Tx 75374-0933	 Chesapeake Credit Inc. 4920 Niagra Road, Ste. 314 College Park, MD 20740-1175	 Citi Mastercard P.O. Box 183051 Columbus, OH 43218-3051
 Citi Mortgage P.O. Box 9438 Gaithersburg, MD 20898-9438	 Credit Collections U.S.A. P.O. Box 873 Morgantown, WV 26507-0873	 Credit Control Corporation P.O. Box 120568 Newport News, VA 23612-0568
 Credit Control Corporation P.O. Box 120570 Newport News, VA 23612-0570	 Creditors Collection Service P.O. Box 21504 Roanoke, VA 24018-0152	 Dell Financial Services P.O. Box 6403 Carol Stream, IL 60197-6403

Discover Bank
Dfs Services LLC
PO Box 3025
New Albany, OH 43054-3025

Discover Card
P.O. Box 6103
Carol Stream, IL 60197-6103

Dish Network/Afni Inc.
Dept. 0063
Palantine, IL 60055-0001

Dominion Law Associates
P.O. Box 62719
Virginia Beach, VA 23466-2719

Donald G. Hope, MD
3016 William Downe
Fairfax, VA 22031

Donald G. Hope, MD
Perry and Associates
10400 Eaton Place, Suite 420
Fairfax VA 22030-2208

Dr. Edward Amos
1002-A Amherst Street
Winchester, VA 22601-3323

Dr. John Ehreth
8707 Digges Road
Manassas, VA 20110-4403

Fairfax Radiological Consultants PC
P.O. Box 3650
Merrifield, VA 22116-3650

GE Money Bank/Lowes
P.O. Box 530914
Atlanta, GA 30353-0914

GMAC Mortgage
1100 Virginia Avenue
Ft. Washington, PA 19034-3204

Gabriel Gluck, M.D., PC
8702 Sudley Road
Manassas, VA 20110-4405

Home Depot Credit Services
P.O. Box 653000
Dallas, TX 75265-3000

Infectious Diseases Specialists Of VA
3700 Joseph Siewick Dr. Ste. 209
Fairfax, VA 22033-1738

J.L. Watson & Associates, Inc.
326 S. Main Street
Emporia, VA 23847-2028

Joseph Contrucci, PL
P.O. Drawer 400
Gainesville, VA 20156-0400

Jula Kesner
HC 63 Box 1280
Romney, WV 26757-9711

Kohls
P.O. Box 2983
Milwaukee, WI 53201-2983

Kuykendall & Kuykendall, PC
PO Box 2730
Winchester, VA 22604

Lab Corp Of America
P.O. Box 2240
Burlington, NC 27216-2240

Mortgage Electronic Registration Systems
1818 Liberty Street Ste 300
Reston, VA 20190

Musician's Friend/ HSBC Retail Services
P.O. Box 4144
Carol Stream, IL 60197-4144

NCO Financial Systems Inc.
P.O. Box 12100, DEPT 64
Trenton, NJ 08650-2100

NCO Financial Systems Inc.
P.O. Box 15630, Dept.72
Wilmington, DE 19850-5630

National Capital Management, LLC.
8245 Tournament Drive
Suite 230
Memphis, TN 38125-1741
USA

Nationwide Credit Corporation
P.O. Box 1022
Wixom, MI 48393-1022

Neurologic Associales PLC
136 Linden Drive, Suite 104
Winchester, VA 22601-6900

Neuroscience Consultants PLC
P.O. Box 79429
Baltimore, MD 21279-0429

Nhon H. Nguyen, Esq.
Schettine & Nguyen, PLC
10 South 23rd Street
Richmond, VA 23223-7814

(p)PERRY AND ASSOCIATES
10400 EATON PLACE SUITE 420
FAIRFAX VA 22030-2208

Prince William Hospital
P.O. Box 2004
Merrifield, VA 22116-2004

Progressive Management Systems
P.O. Box 2220
West Covina, CA 91793-2220

RMH Physician Billing Service
Schettine & Nguyen, PLC
10 South 23rd Street
Richmond, VA 23223-7814

Rockingham Memorial Hospital
235 Cantrell Aveune
Harrisonburg, VA 22801-3293

Shenandoah Medical Imaging
P.O. Box 1807
Winchester, VA 22604-8307

Shenandoah Memorial Hospital
759 South Main Street
Woodstock, VA 22664-1127

Stellar Credit Collections
P.O. Box 2210
Southgate, MI 48195-4210

TARGET NATIONAL BANK
C O WEINSTEIN AND RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

Target National Bank
P.O. Box 59317
Minneapolis, MN 55459-0317

The Cumberland Law Firm, P.L.L.C.
1010 Pendleton Street
Alexandria, VA 22314-1837

Thomas Breeden P.C.
10326 Lomond Drive
Manassas, VA 20109-3114

U.S. Bank
P.O. Box 5227
Cincinnati, OH 45202

United Recovery Systems LP
P.O. Box 722929
Houston, TX 77272-2929

VCS Inc.
P.O. Box 83
Staunton, VA 24402-0083

W. Tyler Mistr, DDS PLC
1817 Plaza Drive
Winchester, VA 22601-6365

Warren Memorial Hospital
P.O. Box 2200
Winchester, VA 22604-1400

Winchester Open MRI
P.O. Box 2718
Winchester, VA 22604-1918

Zwicker & Associates, P.C.
P.O. Box 101145
Birmingham, AL 35210-6145

Zwicker And Associates
P.O. Box 101145
Birmingham, AL 35210-6145

eCAST Settlement Corporation, assignee
of Citibank (South Dakota), N.A.
POB 29262
New York, NY 10087-9262

Danette G Kesner
991 Seldon Drive
Strasburg, VA 22657-2851

Daniel M. Press
Chung & Press PC
6718 Whittier Ave Suite 200
McLean, VA 22101-4531

Eric K Kesner
991 Seldon Drive
Strasburg, VA 22657-2851

Herbert L Beskin(82)
PO Box 2103
Charlottesville, VA 22902-2103

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

BB&T
P.O. Box 1847
Wilson, NC 27894-1847

Perry And Associates
10400 Eaton Place, Ste. 420
Fairfax, VA 22030

United States Bankruptcy Court
Western District of Virginia

IN RE:

Kesner, Eric K & Kesner, Danette G

Debtor(s)

Case No. **10-51012**

Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **Capital One Auto Finance** Inc. , Attn: Corporation Service Co., Reg Agt., 11 S 12th St, PO Box 1463, Richmond VA 23218
Name of Creditor

2007 Toyota Yaris
Description of Collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (check one):

- ☒ To value your collateral. **See Section 3 of the plan.** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. **See Section 7 of the plan.** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. **You should read the attached plan carefully for the details of how your claim is treated.** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: 9/29/10

Date and time of confirmation hearing: 10/6/10 at 10:00 am

Place of confirmation hearing: United States Bankruptcy Court, 116 N. Main St, 3rd Floor, Harrisonburg, VA 22802

Kesner, Eric K & Kesner, Danette G
Name(s) of debtor(s)

By: /s/ Daniel M. Press

☒ Debtor(s)' Attorney
☐ Pro se debtor

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

- ☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or
☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this **27th** day of **August** , **2010**.

/s/ Daniel M. Press

Signature of attorney for debtor(s)

United States Bankruptcy Court
Western District of Virginia

IN RE:

Kesner, Eric K & Kesner, Danette G

Debtor(s)

Case No. **10-51012**

Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: GMAC Mortgage, LLC, Attn: Corporation Service Co., Reg Agt., 11 S 12th St, PO Box 1463, Richmond VA 23218
Name of Creditor

991 Seldon Drive, Strasburg VA (Debtors' Residence)
Description of Collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (check one):

- ☒ To avoid your lien as wholly unsecured under 11 USC § 506 (a) and (d). See section 7B of the plan.
To value your collateral. **See Section 3 of the plan.** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. **See Section 7 of the plan.** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. **You should read the attached plan carefully for the details of how your claim is treated.** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: 9/29/10

Date and time of confirmation hearing: 10/6/10, 10:00 am

Place of confirmation hearing: United States Bankruptcy Court, 116 N. Main St, 3rd Floor, Harrisonburg, VA 22802

Kesner, Eric K & Kesner, Danette G
Name(s) of debtor(s)

By: /s/ Daniel M. Press

☒ Debtor(s)' Attorney
☐ Pro se debtor

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

- ☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or
☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this **27th** day of **August**, **2010**.

/s/ Daniel M. Press

Signature of attorney for debtor(s)

B6I (Official Form 6I) (12/07)

IN RE **Kesner, Eric K & Kesner, Danette G**Case No. **10-51012**

Debtor(s)

(If known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status Married	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): Son Daughter Son Daughter	AGE(S): 17 13 8 6
EMPLOYMENT:	DEBTOR	SPOUSE
Occupation Computer Analyst Name of Employer Computer Access LLC How long employed 8 years Address of Employer 317 Bross Street Longmont, CO 80501-0000		Social Worker Shenandoah County Dept Social Services 1 years and 6 months 600 N. Main Ste 108 Woodstock, VA 22664

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Current monthly gross wages, salary, and commissions (prorate if not paid monthly)

DEBTOR	SPOUSE
\$ 5,820.88	\$ 2,953.83

2. Estimated monthly overtime

\$	\$
----	----

3. SUBTOTAL

\$ 5,820.88	\$ 2,953.83
--------------------	--------------------

4. LESS PAYROLL DEDUCTIONS

a. Payroll taxes and Social Security

\$ 723.45	\$ 808.77
------------------	------------------

b. Insurance

\$	\$
----	----

c. Union dues

\$	\$
----	----

d. Other (specify) **See Schedule Attached**

\$	\$ 530.16
----	------------------

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 723.45	\$ 1,338.93
------------------	--------------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 5,097.43	\$ 1,614.90
--------------------	--------------------

7. Regular income from operation of business or profession or farm (attach detailed statement)

\$	\$
----	----

8. Income from real property

\$	\$
----	----

9. Interest and dividends

\$	\$
----	----

10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

\$	\$
----	----

11. Social Security or other government assistance

\$	\$
----	----

(Specify)

\$	\$
----	----

12. Pension or retirement income

\$	\$
----	----

13. Other monthly income

\$	\$
----	----

(Specify)

\$	\$
----	----

14. SUBTOTAL OF LINES 7 THROUGH 13

\$	\$
----	----

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 5,097.43	\$ 1,614.90
--------------------	--------------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15; if there is only one debtor repeat total reported on line 15)

\$ 6,712.33

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

None

IN RE Kesner, Eric K & Kesner, Danette G

Case No. 10-51012

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

Continuation Sheet - Page 1 of 1

	DEBTOR	SPOUSE
Other Payroll Deductions:		
Group		15.36
Hospital		414.80
Christmas Club		100.00

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made biweekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

- | | | |
|---|----|----------|
| 1. Rent or home mortgage payment (include lot rented for mobile home) | \$ | 1,890.21 |
| a. Are real estate taxes included? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | |
| b. Is property insurance included? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | |
| 2. Utilities: | | |
| a. Electricity and heating fuel | \$ | 185.00 |
| b. Water and sewer | \$ | 150.00 |
| c. Telephone | \$ | 100.00 |
| d. Other See Schedule Attached | \$ | 360.00 |
| | \$ | |
| 3. Home maintenance (repairs and upkeep) | \$ | 200.00 |
| 4. Food | \$ | 1,000.00 |
| 5. Clothing | \$ | 300.00 |
| 6. Laundry and dry cleaning | \$ | 20.00 |
| 7. Medical and dental expenses | \$ | 250.00 |
| 8. Transportation (not including car payments) | \$ | 570.00 |
| 9. Recreation, clubs and entertainment, newspapers, magazines, etc. | \$ | 150.00 |
| 10. Charitable contributions | \$ | |
| 11. Insurance (not deducted from wages or included in home mortgage payments) | | |
| a. Homeowner's or renter's | \$ | |
| b. Life | \$ | 96.00 |
| c. Health | \$ | |
| d. Auto | \$ | 100.00 |
| e. Other | \$ | |
| | \$ | |
| 12. Taxes (not deducted from wages or included in home mortgage payments) | | |
| (Specify) Personal Property Tax | \$ | 20.00 |
| | \$ | |
| 13. Installment payments: (in chapter 11, 12 and 13 cases, do not list payments to be included in the plan) | | |
| a. Auto | \$ | |
| b. Other Orthodontist Payments | \$ | 164.00 |
| | \$ | |
| 14. Alimony, maintenance, and support paid to others | \$ | |
| 15. Payments for support of additional dependents not living at your home | \$ | |
| 16. Regular expenses from operation of business, profession, or farm (attach detailed statement) | \$ | |
| 17. Other Child Care (Paid To Older Children For Younger Children) | \$ | 150.00 |
| Pet Care | \$ | 50.00 |
| Cushion For Unspected | \$ | 80.00 |

18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.

\$ **5,835.21**

19. Describe any increase or decrease in expenditures anticipated to occur within the year following the filing of this document:
roof repair and furnace replacement is required

\$500 insurance deductible for roof (insurance pays balance)
\$6500 for furnace

Spread over 12 months, a deduction of \$5.83 month is taken on line 3 (Repairs & Maintenance) Also included on this line is \$50 for general home maintenance.

20. STATEMENT OF MONTHLY NET INCOME

- | | |
|--|--------------------|
| a. Average monthly income from Line 15 of Schedule I | \$ <u>6,712.33</u> |
| b. Average monthly expenses from Line 18 above | \$ <u>5,835.21</u> |
| c. Monthly net income (a. minus b.) | \$ <u>877.12</u> |

IN RE Kesner, Eric K & Kesner, Danette G

Case No. 10-51012

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)
Continuation Sheet - Page 1 of 1

Other Utilities (DEBTOR)

Cell Phone

225.00

Satellite

90.00

Drinking Water

45.00